

# Contract Review Sheet

**HE-5605-23**

 Intergovernmental Agreement #: HE-5605-23 Amendment #: \_\_\_\_\_

 Contact: Meuy Saechao Department: Health and Human Services

 Phone #: (503) 584-4897 Date Sent: Friday, August 4, 2023

 Title: Oregon Department of Human Services, Child Welfare IGA #180598

 Contractor's Name: Oregon Health Authority

 Term - Date From: July 1, 2023 Expires: June 30, 2024

 Original Contract Amount: \$120,000.00 Previous Amendments Amount: \$0.00

 Current Amendment: \$0.00 New Contract Total: \$120,000.00 Amd% 0%
 Incoming Funds   
  Federal Funds   
  Reinstatement   
  Retroactive   
  Amendment greater than 25%

 Source Selection Method: 50-0010 General Exemptions (IGAs and QRFs) ORS190

### Description of Services or Grant Award

As directed by the Oregon Revised Statutes (ORS) 418.580 through 418.598, County and Oregon Department of Human Services (ODHS) execute this Agreement for the provision of Strengthening, Preserving and Reunifying Families (SPRF) services.

The County shall provide Housing Placement Services to families referred by ODHS Child Welfare and Self Sufficiency. County shall provide case management services to support families in achieving and maintaining housing stability which includes barrier removal, housing search assistance, locate and stabilize housing, facilitating access to community resources and development of landlord connections.

The purpose is to support parents and families engaged with ODHS Child Welfare and Self Sufficiency in Marion County find and maintain stable housing in order to prevent out of home placement of their children or support a reunification plan.

 Desired BOC Session Date: 8/23/2023 BOC Planning Date: 8/10/2023

 Files submitted in CMS: 8/2/2023 Printed packet & copies due in Finance: 8/8/2023

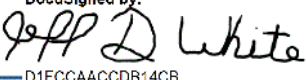
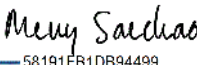
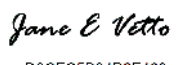
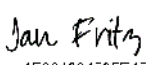
 BOC Session Presenter(s) Christina Bertschi

### FOR FINANCE USE

 Date Finance Received: 8/4/2023 Date Legal Received: \_\_\_\_\_

 Comments: Y

### REQUIRED APPROVALS

DocuSigned by:  D1FCCAACCDB14CB...	8/7/2023	DocuSigned by:  58191FB1DB94499...	8/8/2023
Finance - Contracts	Date	Contract Specialist	Date
DocuSigned by:  D0CF5B04B9F483...	8/7/2023	DocuSigned by:  1E984034585E453...	8/7/2023

Legal Counsel

Date

Chief Administrative Officer

Date



## MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: Aug 23, 2023

Department: Health &amp; Human Services Agenda Planning Date: Aug 10, 2023 Time required: 10

 Audio/Visual aids

Contact: Meuy Saechao Phone: 503-584-4897

Department Head Signature:  
 DocuSigned by:  
  
 7D28A787656F458...

**TITLE** Oregon Department of Human Services, Child Welfare IGA #180598 (HE-5605-23)

**Issue, Description & Background**

As directed by the Oregon Revised Statutes (ORS) 418.580 through 418.598, County and Oregon Department of Human Services (ODHS) execute this Agreement for the provision of Strengthening, Preserving and Reunifying Families (SPRF) services.

The County shall provide Housing Placement Services to families referred by ODHS Child Welfare and Self Sufficiency. County shall provide case management services to support families in achieving and maintaining housing stability which includes barrier removal, housing search assistance, locate and stabilize housing, facilitating access to community resources and development of landlord connections.

The purpose is to support parents and families engaged with ODHS Child Welfare and Self Sufficiency in Marion County find and maintain stable housing in order to prevent out of home placement of their children or support a reunification plan.

The total amount not exceed the contract amount \$120,000.00

**Financial Impacts:** The total amount not exceed the contract amount \$120,000.00**Impacts to Department & External Agencies** Health & Human Services anticipates no financial impact to other departments.**Options for Consideration:**

1. Approve IGA#180598 (HE-5605-23)
2. Deny approval IGA#180598 (HE-5605-23)
3. Take no action at this time.

**Recommendation:** Oregon Department of Human Services, Child Welfare IGA #180598 (HE-5605-23)**List of attachments:** Oregon Department of Human Services, Child Welfare IGA #180598 (HE-5605-23)**Presenter:** Christina Bertschi

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)



MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

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Copies to:

Meuy Saechao; msaechao@co.marion.or.us

## **REQUEST FOR AUTHORIZATION OF CONTRACT HE-5605-23**

**Date:** July 27, 2023  
**To:** Chief Administrative Officer  
**Cc:** Contract File  
**From:** Meuy Saechao

### **I. Subject: Retroactive**

The Marion County Health and Human Services (MCHH) is requesting approval of a retroactive contract as described in Section 10-0580 of the Marion County Public Contracting Rules. The contract is with Oregon Health Authority for Oregon Department of Human Services (ODHS), Child Welfare IGA #180598 with a value of \$120,000.00 and will be effective retroactive to July 1, 2023 upon approval.

#### **A. BACKGROUND**

This is an incoming funds through Intergovernmental Agreement from ODHS to provide financing in MCHHS. This Agreement shall become effective on July 1, 2023 and expire on June 30, 2024.

#### **B. As required in Section 10-0580(2)(a), Department staff will provide an explanation of why the contract was not submitted before performance began:**

MCHHS received the IGA #1800598 from OHA on July 18, 2023. Health & Human Services Executive Team and Contracts began conducting reviews of the agreement and statement of works to ensure adequate funding has been provided to perform the service element tasks. It was determined by Health & Human Services Executive Team to accept the IGA and process for agreement for signature. The contract was uploaded in Contract Management System on July 19, 2023 with compliance review, Grant and Legal teams.

#### **C. As required in Section 10-0580(2)(b), Department staff will provide a description of the steps being taken to prevent similar occurrences in the future:**

It is the goal of the MCHHS to involve all necessary departments and contractors as part of the contract review and drafting process. The MCHHS will continue to plan accordingly and start the contract process sooner to ensure contract changes can be made in a timely manner.

Submitted by:

DocuSigned by:  
*Meuy Saechao*  
58191FB1DB94499...  
Meuy Saechao  
Health and Human Services

Reviewed by:

DocuSigned by:  
*JPP D White*  
D1FCCAACCCDB14CB...  
Contracts & Procurement

Acknowledged by:

DocuSigned by:  
*Ryan Matthews*  
7D28A787856F458...  
Department Head

Acknowledged by:

DocuSigned by:  
*Jan Fritz*  
1E934034585E453...  
Jan Fritz, CAO



**Agreement Number 180598**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

You can get this document in other languages, large print, braille, or a format you prefer free of charge. Contact the Agreement Administrator at the contact information found below. We accept all relay calls.

This Agreement is between the State of Oregon, acting by and through its Oregon Department of Human Services, hereinafter referred to as “ODHS,” and

**Marion County**  
**Acting by and through its Health and Human Services Department**  
**3180 Center St. NE, Suite 2100**  
**Salem, OR 97301**  
**Contact: Meuy Saechao**  
**Telephone: 503-584-4897**  
**E-mail address: [msaechao@co.marion.or.us](mailto:msaechao@co.marion.or.us); [cneufeldt@co.marion.or.us](mailto:cneufeldt@co.marion.or.us)**

hereinafter referred to as “County.”

Work to be performed under this Agreement relates principally to ODHS’

**Child Welfare**  
**D3 Administration Office**  
**3420 Cherry Ave. NE, #110**  
**Salem, OR 97303**  
**Agreement Administrator: Amy Kirby or delegate**  
**Telephone: 503-510-5497**  
**E-mail address: [amy.kirby@odhs.oregon.gov](mailto:amy.kirby@odhs.oregon.gov)**

**1. Effective Date and Duration.** This Agreement, when fully executed by every party, shall become effective on **July 1, 2023**. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2024**. Agreement termination shall not extinguish or prejudice ODHS' right to enforce this Agreement with respect to any default by the other party that has not been cured.

**2. Agreement Documents.**

**a.** This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- (1) Exhibit A, Part 1: Statement of Work
- (2) Exhibit A, Part 2: Payment and Financial Reporting
- (3) Exhibit A, Part 3: Special Provisions
- (4) Exhibit B: Standard Terms and Conditions
- (5) Exhibit C: Subcontractor Insurance Requirements
- (6) Exhibit D: Federal Terms and Conditions

This Agreement constitutes the entire agreement between the parties on the subject matter in it; there are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

**b.** In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits D, B, A, and C.

**3. Consideration.**

**a.** The maximum not-to-exceed amount payable to County under this Agreement, which includes any allowable expenses, is **\$120,000.00**. ODHS will not pay County any amount in excess of the not-to-exceed amount for completing the Work, and will not pay for Work until this Agreement has been signed by all parties.

**b.** ODHS will pay only for completed Work under this Agreement, and may make interim payments as provided for in Exhibit A. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by County as set forth in Exhibit A.

**4. County or Subrecipient Determination.** In accordance with the State Controller's Oregon Accounting Manual, policy 30.40.00.104, ODHS' determination is that:

County is a subrecipient       County is a County       Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: 93.558, under SSP, Temporary Assistance for Needy Families.



**5. County Information and Certification.**

**a. County Information.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

**County Name (exactly as filed with the IRS):** Marion County

Street address: 3180 Center St NE

City, state, zip code: Salem, OR 97301

Email address: msaechao@co.marion.or.us

Telephone: ( 503 ) 584-4897 Fax: ( )

**Proof of Insurance:** County shall provide the following information upon submission of the signed Agreement. All insurance listed herein must be in effect prior to Agreement execution.

Workers' Compensation Insurance Company: County self-insured

Policy #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**b. Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, County hereby certifies under penalty of perjury that:

- (1) County acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any "claim" (as defined by ORS 180.750) that is made by (or caused by) County and that pertains to this Agreement or to the project for which the Agreement work is being performed. County certifies that no claim described in the previous sentence is or will be a "false claim" (as defined by ORS 180.750) or an act prohibited by ORS 180.755. County further acknowledges that in addition to the remedies under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against County;
- (2) The information shown in Section 5.a. "County Information", is County's true, accurate and correct information;
- (3) To the best of the undersigned's knowledge, County has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (4) County and County's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at: <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;


- (5) County is not listed on the non-procurement portion of the General Service Administration’s “List of Parties Excluded from Federal procurement or Non-procurement Programs” found at: <https://www.sam.gov/SAM>;
- (6) County is not subject to backup withholding because:
  - (a) County is exempt from backup withholding;
  - (b) County has not been notified by the IRS that County is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified County that County is no longer subject to backup withholding; and
- (7) County’s Federal Employer Identification Number (FEIN) provided to ODHS is true and accurate. If this information changes, County shall provide ODHS with the new FEIN within 10 days.

**AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**6. Signatures.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement and any amendments so executed shall constitute an original.

**Marion County  
Acting by and through its Health and Human Services Department**

By:

  
 \_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 Administrator  
 \_\_\_\_\_  
 Title

Ryan Matthews  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 7/19/23  
 \_\_\_\_\_  
 Date

**State of Oregon, acting by and through its Oregon Department of Human Services**  
 By:

\_\_\_\_\_  
 Authorized Signature  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Date

**Approved for Legal Sufficiency:**

Not Required per OAR 137-045-0030(1)(a)  
 \_\_\_\_\_  
 Oregon Department of Justice Date

**SIGNATURE PAGE FOR  
OREGON DEPARTMENT OF HUMAN SERVICES, CHILD WELFARE IGA #180598  
HE-5605-23  
between  
MARION COUNTY and OREGON HEALTH AUTHORITY**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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Chair \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature:  \_\_\_\_\_ 8/7/2023  
DocuSigned by:  
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Ryan Matthews, Administrator \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature:  \_\_\_\_\_ 8/7/2023  
DocuSigned by:  
1E984034585E453...  
Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature:  \_\_\_\_\_ 8/7/2023  
DocuSigned by:  
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Marion County Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature:  \_\_\_\_\_ 8/7/2023  
DocuSigned by:  
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Marion County Contracts & Procurement \_\_\_\_\_ Date \_\_\_\_\_

## EXHIBIT A

### Part 1 Statement of Work

1. **Purpose.** As directed by the Oregon Revised Statutes (ORS) 418.580 through 418.598, County and ODHS execute this Agreement for the provision of Strengthening, Preserving and Reunifying Families (SPRF) services.
2. **Background.**
  - a. The SPRF Program (the “Program”) was created by the Oregon legislature with the goal of reducing trauma to children who are removed from their families of origin because of reasons of abuse or neglect, and to resolve those issues by means of offering Participant-focused services starting at the assessment phase of the case and extending into aftercare services when children are returned home.
  - b. The overall goals of the Program are to safely and equitably reduce the number of Children in the foster care system by reducing the length of stay in foster care, maintaining Children safely at home with their parents or caregivers, reducing the re-referral and reentry rates of Families into the Child Welfare system, and increasing the timeliness to permanency.
3. **Definitions.** For purposes of this Exhibit A, Parts 1 and 2, capitalized terms shall have the following meaning
  - a. **“Caseworker”** means ODHS Child Welfare staff who is responsible for the coordination of services of an individual Participant with County.
  - b. **“Child”** means an individual under the age of 18 who qualifies to receive Child Welfare services provided by ODHS.
  - c. **“Family”** means, at a minimum but not to the exclusion of siblings as defined in ORS 419A.004 or other persons living in the same household with a Child, the Child and:
    - (1) The Child’s parent as defined in ORS 419A.004;
    - (2) The Child’s guardian appointed pursuant to ORS chapter 125; or
    - (3) A person who has a caregiver relationship as defined in ORS 419B.116 with the Child.
  - d. **“Family Coach”** means ODHS staff who assist TANF families that receive TANF in the planning, coordination, monitoring and evaluation of JOBS Services for an individual with emphasis on quality, effectiveness, and continuity of those JOBS Services.
  - e. **“Jobs Opportunity and Basic Skills”** or **“JOBS”** means the Job Opportunity and Basic Skills program which is an employment and training program for Participants in TANF.

- f. **“Participant”** means the ODHS Child Welfare or Self Sufficiency Client, adult or child who is receiving the service under this Agreement
- g. **“Self Sufficiency”** is a program office within the Oregon Department of Human Services whose primary responsibility is to help Oregonians move out of poverty.
- h. **“Temporary Assistance for Needy Families” or TANF”** means Temporary Assistance for Needy Families, a federally funded and ODHS’ supported program which provides cash benefits to one- and two-parent low-income families.

#### 4. **Overview.**

- a. The County shall provide Housing Placement Services to families referred by ODHS Child Welfare and Self Sufficiency. County shall provide case management services to support families in achieving and maintaining housing stability which includes barrier removal, housing search assistance, locate and stabilize housing, facilitating access to community resources and development of landlord connections.
- b. The purpose is to support parents and families engaged with ODHS Child Welfare and Self Sufficiency in Marion County find and maintain stable housing in order to prevent out of home placement of their children or support a reunification plan.

#### 5. **Referral Protocols.**

- a. ODHS will initiate referrals for services to the County based on identified Participant or Family needs, and upon acceptance the County shall collaborate with the referring Caseworker on the most suitable and beneficial service outcome under this Agreement. Referrals shall be accepted during normal business hours, which are from 8:00 a.m. to 5:00 p.m. Monday through Friday.
  - (1) County shall initiate contact with the family within five (5) days.
  - (2) County shall notify the referring Caseworker within two (2) business days of referral initiation in cases where the County does not accept referral. County will notify Caseworker electronically when referral not accepted with reason as to why.
  - (3) The Notice to Proceed (NTP) will include an authorized Begin Date and End Date. No services performed outside of these date ranges will be approved for payment unless authorized. County shall, if continuing services are recommended past the NTP end date, communicate the need for an additional NTP to the ODHS Caseworker along with any pertinent information such as; updated goals for continuing service. County shall communicate requests for continuing services to the ODHS Caseworker at least two weeks prior to the end date of the NTP to prevent a gap in service.
- b. Service referrals are expected to last an average of 4-6 months. In cases where additional time is necessary, County shall obtain prior approval from the ODHS assigned Caseworker.

- c. Serve a range of 20 to 25 families for the duration of this Agreement. ODHS will track and monitor the number of families served monthly. This information will be used to begin capturing baseline measurements tied to outcome measures identified in Section 9. “Child Welfare Participant-Driven Outcome Measures”.
- d. ODHS will, in cases where ODHS determines services are no longer needed, issue an email or written notification to end authorized services.

**6. Services to be Provided.**

ORS 418.580 (2)(c) allows for contracts entered into for Program services to be performance-based. This Agreement is entered into by the parties to this Agreement with the understanding that this is a performance-based agreement and as part of administration of the Agreement, ODHS will be monitoring the outcome data and working with the County to assist in achieving specific outcome measures as defined in Section 9. “Child Welfare Participant-Driven Outcome Measures”.

All services under this Agreement as provided by the County will be directly related to meeting the outcome measures as defined in Section 9. “Child Welfare Participant-Driven Outcome Measures”. Service array is as follows:

**a. Child Welfare Services.** County shall:

- (1) Provide one (1) FTE Housing Placement Specialist in Marion County. This individual shall:
  - (a) Research, develop and maintain a list of community housing resources for Oregon DHS eligible participants.
  - (b) Support participant’s efforts with securing and maintaining safe, accessible, and affordable housing that will meet the participant families needs. This includes developing housing capacity and developing and maintaining partnerships with local landlords, property management entities, or other housing associated community organizations.
  - (c) Provide case management support to participant families to identify needed housing, resources and services available to help access, secure and maintain stable housing.
  - (d) Develop a housing service plan that reflect housing goals.
  - (e) Coordinating with landlords or property management companies to support participant families application for housing.
  - (f) Identifying barriers to accessing housing and support participant families in troubleshooting barrier removal strategies.
  - (g) Coordinating with ODHS and or other community partners to access any needed barrier removal resources.
  - (h) Providing follow along support to participant families for up to 90 days to participants and landlords to assure housing stability, including helping participants troubleshoot and strategize solutions

to challenges and barriers that arise and may threaten their housing stability.

- (i) Provide community resource referrals that focus on local housing market, HUD principles and various vouchers, low-income subsidized housing, and other affordable housing tools.
  - (j) Actively engage community partners such as school liaisons, ODHS Caseworkers and Family coaches, employment and education programs, workplace readiness programs and family support workers.
  - (k) Provide other community referrals to the participant or participant family as appropriate such as mental health or addiction concerns.
  - (l) Provide ongoing communication with ODHS caseworker to ensure care coordination for each referred participant.
- (2) Child Welfare Flexible Funds. County shall provide direct support to prevent imminent placement of a child or to support reunification. ODHS will reimburse County for Flexible Funds expenses averaging \$1,000.00 per family. County must receive ODHS Supervisor approval for any expenditure that exceeds \$1,500.00. The following types of expenses are appropriate:
- (a) Housing expenses (including rent or utility deposits; house cleaning or home repairs needed for safety).
  - (b) Utility payments needed to maintain or establish heat, water and light.
  - (c) Transportation: minor car repairs; and other transportation expenses.
  - (d) Essential furnishings and bedding needed for the minimum safety and well-being of family members.
  - (e) Necessary clothing or diapers for family members.
  - (f) Safety items: baby gates, child safety seats.
  - (g) Other, as pre-approved by the ODHS Program Manager or Supervisor.

**b. Self-Sufficiency JOBS Services.** County shall provide the following Self Sufficiency JOBS services:

- (1) JOB Services. County shall provide the following JOBS services to Participants:
  - (a) Stabilized Living (SL) Services. Contractor shall provide stabilized living services to Participants in the form of activities intended to stabilize Participants' housing concerns that prevent or limit employment or self-sufficiency. Services may be offered



individually, in a group setting, or available in both an individual and group setting. Specifically, Contractor shall provide the following stabilized living services:

- i. Assist Participants search for stable and safe housing, and rehousing;
  - ii. Advocate for Participants to become tenants with housing agencies or landlords;
  - iii. Assist Participants work with landlords or property managers to avoid eviction and negotiate to get into a new unit;
  - iv. Provide referrals to local community resources to provide Participants with assistance to overcome rental barriers;
  - v. Provide referrals to Rent Well or other rental classes;
  - vi. Build collaboration with other housing agencies to leverage funds for rental assistance and utilities, and increase access to resources for TANF Families;
  - vii. Assist Participants address and overcome rental barriers such as: employability, poor rental history, poor or lack of credit history, or debt to income ratio's impact on being a renter; and
  - viii. Identify open housing units.
- (b) JOBS Support Services Payments. Support service payments may be made by JOBS Contractors to eligible Participants appropriate with ODHS district leadership. Support service payments are available through ODHS Family Coaches to support Participants to stabilize their families and engage in JOBS Services. Payments must be tied to the Participant's personal development plan (case plan). Eligibility for support service payments and allowable payment types are defined in Oregon Administrative Rule. The following items are included in support service payments.
- i. Housing or utilities.
  - ii. Professional fees.
  - iii. Oregon Driver's License or Oregon ID card.
  - iv. Background check fees.
- (c) JOBS Support Services Guidance and Tools:
- i. Case Plan Activities and Standards for Support Services Payments OAR 461-190-0211.



- ii. JOBS Program Staff Tools Page and JOBS Support Services Guide (SSG) found on the TANF JOBS Staff Tools Page:  
<http://www.dhs.state.or.us/caf/ss/tanf/employment.html#jobs>.
  - (d) Provide a description of services or assistance provided to each Participant.
  - (e) Ensure there is no duplication of support service payments.
  - (f) Explore lower cost alternatives or other funding available.
- (2) JOBS Services to TANF Leavers:
- (a) TANF Leavers means Participants or Families who were receiving TANF benefits and services, are no longer eligible for TANF cash assistance, but are still eligible for JOBS contracted services. TANF Leavers must meet the following criteria as verified by the Family Coach or Caseworker to be eligible for JOBS contracted services:
    - i. Not currently receiving TANF;
    - ii. Include a parent or caretaker relative living with a dependent Child under the age 18;
    - iii. Meet the TANF citizenship or noncitizen eligibility; and
    - iv. Have income at or below 250% of the Federal Poverty Level (FPL).
  - (b) County shall provide JOBS services to eligible TANF Leavers for the necessary length of time needed to complete the service(s) started while the Participant was receiving TANF. The purpose of these expanded services to TANF Leavers is to end the dependence of needy parents or caretaker relatives on government benefits by promoting job preparation, work, and Family stability.
- (3) Attendance tracking and Records Retention. County shall:
- (a) Record data and provide ODHS with information about Participant activities and progress.
  - (b) Provide Data Tracking and Case Assistance services include the following:
    - i. Responding to audit requests from ODHS Quality Control, ODHS Quality Assurance, Oregon Secretary of State, or ODHS Central Office staff within two business days, unless otherwise specified. Audit requests may be regarding participant attendance documentation, finance, agreement evaluation, or other information as requested by ODHS.

- ii. Maintaining records according to the “Oregon’s submitted Work Verification Plan – January 2021” as outlined in the JOBS Activity Guidelines (JAG) found on the TANF JOBS Staff Tools Page:  
<http://www.dhs.state.or.us/caf/ss/tanf/employment.html#jobs>
- iii. Report Participant’s attendance of JOBS services to the assigned Family Coach on a weekly basis.

(4) Meetings and Staffings.

- (a) County shall attend statewide, District or region, Employment and Training Summits, meetings, or trainings.
- (b) County’s staff that provide management, supervision and direct services shall meet the ODHS Child Welfare Resources Developer and ODHS Agreement Administrator, regarding performance outcomes and cost review on a quarterly basis.
- (c) County shall attend meetings and Participant staffing as necessary for the management, provision of service, and regarding Participant engagement on an agreed upon time. District Employment & Training Steering Committee or District wide E&T meeting.

7. **Transportation.** County shall provide Client transportation services as needed in order to facilitate Client’s participation in SPRF services. ODHS strongly prefers that all Client transportation services be provided using County’s vehicles; however, County may provide these services through its employees’ private vehicles. All vehicles and drivers providing transportation under this Agreement are subject to the conditions below. Prior to performing Client transportation services for ODHS Clients, County shall provide the ODHS Agreement Administrator a written certification that all drivers performing Client transportation services under this Agreement meet all of the requirements listed below.

- a. Insurance: County shall obtain and maintain Commercial Automobile Liability insurance at the liability limits described in Exhibit C “Insurance Requirements” throughout the term of this Agreement.
- b. Driver Standards. County shall ensure any person performing transportation services under this Agreement meets all of the following requirements.
  - (1) Is currently and legally licensed to operate the transporting vehicle according to the laws and regulations of the State of Oregon;
  - (2) Does not have the following criminal history:
    - (a) Has been convicted or currently under the investigation of a crime in the category of homicide;
    - (b) Has been convicted or currently under the investigation of a crime related to a sexual offense; or

- (c) Currently has a pending or unresolved criminal charge as a result of a crime committed within the past two years.
- (3) Has not been convicted of a crime:
  - (a) Listed in ORS 342.143(3)(a)(A), (B) or (C);
  - (b) Involving sexual offenses;
  - (c) In the past two years, involving child abuse, or child neglect;
  - (d) In the past two years, involving offenses against persons, violence, threat of violence, or theft;
  - (e) Involving activity in the past two years, in drugs or alcoholic beverages, including driving under the influence of intoxicants; or
  - (f) Been convicted of a crime that bears a substantial relation to the functions and duties under the terms and conditions of the Agreement.
- (4) Has not had a driver's license suspended by the Oregon Division of Motor Vehicles, or a similar agency in another state, for a cause involving the unsafe operation of a motor vehicle or because of sanctions against a driving record, within the past two years;
- (5) Has not had driving privileges revoked or suspended as a habitual offender under ORS 809.600, or a substantially similar provision in another state, within the past two years; or
- (6) Does not have a driving record that has an accumulation of 31 points based on the point system established in OAR 581-053-0050(3)(g), within the past two years.
- (7) Driver shall:
  - (a) Not consume any alcoholic beverage regardless of its alcoholic content or any drug that may affect the ability to operate a vehicle safely within eight hours prior to providing transportation services;
  - (b) Refrain from smoking, this includes the use of e-cigarettes and vaping products, or the use of any tobacco product at any time while providing transportation services;
  - (c) Secure any articles in the passenger compartment of the transporting vehicle likely to cause injury to the occupants in the event of an accident, sudden stop or emergency evasive action;
  - (d) Ensure vehicle is sufficiently fueled prior to providing transportation services under this Agreement and refrain from refueling the vehicle while transporting ODHS Clients and their families;
  - (e) Provide adequate lighting, ventilation, and heating in the transporting vehicle appropriate to the environment;

- (f) Not carry, nor shall the vehicle transport, guns, knives, mace, pepper spray or weapons of any type, or any potentially hazardous material when providing transportation services; nor shall the County allow any mace, pepper spray or weapons of any type to be stored in any vehicles used to transport ODHS clients and their families; and
    - (g) Have telephonic means available and follow all applicable laws regarding use of telephonic devices while driving. Telephonic device shall be used for contacting emergency assistance. Drivers are prohibited from use of a cell phone or other telephonic or electronic device not specifically designed for use while driving while providing transportation services under this Agreement.
  - (8) If a driver is in violation of any provision listed above, or, to the best of the County's knowledge is currently under investigation of such actions, the County shall immediately remove each such driver from providing any transportation services under this Agreement.
- c. Vehicle Standards. County shall ensure vehicles meet the following standards when being used for transportation services under this Agreement:
  - (1) Vehicle is fully registered and licensed according to the laws of the State of Oregon, and is in good and safe operating condition that meets or exceeds the applicable minimum standards, rules, and laws for vehicle safety;
  - (2) Vehicle has a clean and uncluttered passenger compartment;
  - (3) Vehicle has a properly installed child-safety seat, booster seat, or other device required by law or rule for the transport of children that shall be utilized as required by rule or law, if a child is being transported; and
  - (4) Vehicle has seat belts that are properly installed and maintained and used by all occupants of the vehicle at all times the vehicle is in operation.

## **8. Reports of Abuse and Safety Plan Violations.**

- a. Any concerns about the safety of the children, or the safety and stability of the home environment shall be immediately reported to the local child abuse reporting number.
- b. Contact from alleged offenders will immediately be reported to the assigned ODHS Caseworker. County services will not be provided when uncontrolled offenders have continued access to children in their homes.
- c. Any violation of the protective action, safety plan or relapse prevention plan will be reported to the ODHS Caseworker within 24 hours of observation. For example: the parent's un-willingness or ability to comply with the protective action or safety plan.

## 9. **Child Welfare Participant-Driven Outcome Measures.**

With ODHS's implementation of performance-based contracting, ODHS will gather end of service Participant-driven outcome measures reported out by the County and validated by ODHS. For purposes of this Section only, outcome measures mean objective, observable measures of outcomes for services provided to a Participant under ORS 418.575 to 418.598. ODHS will utilize this and other data to work with the County to support continuous improvement efforts which promote better outcomes for children and families.

- a. Housing Services will be based on successful achievement of the following outcome expectations:
  - (1) **Achieved:** Client obtained or maintained long-term housing by entering into Agency approved lease or rental agreement or long-term commitment of co-habitation.
  - (2) **Partially Achieved:** Participant did not complete a treatment program, but Child(ren) remains with parent in an in-home safety plan.
  - (3) **Not Achieved:** Client did not obtain or maintain long-term housing.
  - (4) **No Progress:** Client did not engage in services or was not located.
- b. When a dispute arises in regards to whether or not child-driven outcomes have been achieved by the County, ODHS will make the final decision.

## 10. **Self-Sufficiency JOBS Outcome Data:** At the time ODHS' JOBS Outcome Indicators "JOI" reporting system is operational and an amendment to this Agreement is fully executed that incorporates a Security and Privacy Agreement and allows County access to the JOI reporting system:

- a. County shall report monthly JOBS outcome data at the Participant level for each Participant County provided at least half an hour of services to in a calendar month. JOBS outcome data must be based on the JOBS outcome indicators described in Section (b) below and must be reported utilizing ODHS' JOBS Outcome Indicators "JOI" reporting system no later than 10 business days following the month JOBS services were provided. ODHS will provide a wrap up of aggregate data to County for agreement administration and performance evaluation.
- b. In ODHS' JOI reporting system, County shall report how the Participant is doing to include their wellbeing, ability to function in different circumstances, and ability to access supports, as well the following Outcome Indicators for each specific JOBS service based on observations, interviews, or assessments done while providing services:
  - (1) **Stabilized Living (SL) Services:**
    - (a) Unexpected Changes;
    - (b) Transportation Stability;
    - (c) Child Care Stability;

- (d) Housing Status; and
- (e) Housing Services.

**11. Reporting Requirements.**

- a. County shall provide the following reports to the referring Caseworker via e-mail:
  - (1) Initial Summary. Upon acceptance of a referral, County shall submit a written initial summary that identifies the current status of the Participant, the Participant barriers to success, agreed upon service outcomes, and strategy to achieve agreed upon service outcomes. Initial summaries are due no later than the 10<sup>th</sup> of the following month of referral acceptance;
  - (2) Monthly Reports. County shall submit written reports for each participant served that described any changes in the barriers to success, changes in strategies to achieve agreed upon service outcomes, an ongoing summary of services provided, and progress made towards agreed upon service outcomes. Monthly reports are due not later than the 10<sup>th</sup> of the following month services were provided;
  - (3) Closing Reports. As this Agreement is Performance-based, County shall submit a written closing reports that describes the results of Participants achieving the outcome measures as described in Section 9. “Child Welfare Participant-Driven Outcome Measures” of this Exhibit A, Part 1, “Statement of Work”. Specifically, County shall provide the following information, within 10 calendar days of the last day service is provided for each Participant:
    - (a) Progress toward, or final, Participant outcomes (to also be included on ODHS invoice); and
    - (b) Next steps or recommendations for further treatment.
  - (4) Summary Report by **July 31, 2024** that will include overview of work completed and data collected during the Agreement period to include:
    - (a) Housing resources developed;
    - (b) Number of housing applications submitted by participants;
    - (c) Housing services provided;
    - (d) Participants served and housed;
    - (e) Successes and barriers; and
    - (f) Recommendations for sustainability of housing placement services.

**12. Specifications or Performance Standards.** ODHS requires that the County meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

## EXHIBIT A

### Part 2 Payment and Financial Reporting

#### 1. Payment Provisions.

- a. As consideration for the services provided by the County during the period specified in Section 1. **Effective Date and Duration**, ODHS will pay to the County, a maximum not-to-exceed amount as specified in Section 3. **Consideration**, to be paid as follows:

- (1) **Child Welfare Services.** Total not-to-exceed amount for Child Welfare services is **\$60,000.00** to be paid as follows:

- (a) For the Child Welfare services as described in Exhibit A, Part 1, “Statement of Work”:
- i. For ODHS Child Welfare services provided on July 1, 2023 and after, ODHS will make payments to the County at the rate of **\$4,583.33** per month for months in which at least one Client received services.
- (b) Child Welfare will not make payment to County for months in which County did not provide services to Child Welfare Clients.
- (c) Flexible Funds: County shall invoice ODHS for actual expenditures for flexible funds. Reimbursement of all Flexible Funds costs shall not exceed a total of \$5,000.00. ODHS reserves the right to review and approve all costs for which County requests reimbursement.

- (2) **Self-Sufficiency Services.** Total not-to-exceed amount for Self-Sufficiency services is **\$60,000.00** to be paid as follows:

- (a) For the Self-Sufficiency services as described in Exhibit A, Part 1. “Statement of Work”:
- i. For the period beginning July 1, 2023 and after, ODHS Self Sufficiency services will make payments to the County at the rate per month **\$4,583.33** per month for months in which at least one Client received services.
- (b) Self Sufficiency will not make payment to County for months in which services were not provided to JOBS eligible Clients.
- (c) Administrative and Program Costs. For the Purposes of this Exhibit A, Part 2. “Payment and Financial Reporting” Capitalized terms shall have the following meaning:
- i. “Administrative Costs” is the cost category for administrative functions both directly and indirectly associated with all JOBS Services provided under this



Agreement. Administrative costs can include personnel and non-personnel costs. Administrative functions include: general accounting, coordination, budgeting, financial; audits, reviews, incident reports, property management, personnel and payroll; and information systems costs related to the administrative functions.

- ii. “Program Costs” are attributed to the JOBS Services provided directly to Participants. This includes County’s personnel costs for staff FTE providing the JOBS Services, supplies, equipment, space, materials, and other allowable expenses associated with these staff FTE.
- iii. “Support Service payments” means payments available to Participants, as determined eligible by ODHS. ODHS may approve County’s to make Support Service payments as indicated in the Business Plan. Eligible payment types are defined in Oregon Administrative Rule found on the following website:  
<https://apps.state.or.us/cf1/caf/arm/B/461-190-0211.htm>

(c) County’s Self Sufficiency expenditures shall not exceed the following not-to-exceed amounts for Administrative Costs, Program Costs, and Support Services for each fiscal period as follows:

- i. For the period beginning July 1, 2023 through June 30, 2024.
 

Administrative Costs:	\$ 6,600.00
Program Costs	\$48,400.00
Support Services:	\$ 5,000.00
Total Budget for Fiscal Period:	\$60,000.00

**b.** County Invoice, Completion and Submission will have the following language and links:

(1) **Child Welfare Services.**

- (a) County shall submit invoices on the approved ODHS invoice form located at: <https://apps.state.or.us/Forms/Served/ce0846.xlsm>.

Instructions and requirements for completion and submission of an invoice are included on the third tab of the Excel invoice document. Invoices must be submitted with all fields properly populated.



- (b) Payment will be made by ODHS to the County monthly on or after the first of each month following the month in which services were performed, subject to receipt and approval by ODHS of the County's invoice and any required reporting as defined in the Statement of Work for this Agreement.

For questions regarding payments please email  
[ContractInvoice.Support@odhsola.oregon.gov](mailto:ContractInvoice.Support@odhsola.oregon.gov).

(2) **Self Sufficiency Services.**

- (a) County shall submit invoices to the ODHS Agreement Administrator on the approved Self-Sufficiency form obtained from the ODHS Agreement Administrator Invoices are due by the 10<sup>th</sup> of the following month services were provided.
- (b) Payment will be made by ODHS to the County monthly on or after the first of each month following the month in which services were performed, subject to the receipt and approval by ODHS of the County's invoice and any reporting as defined in the Statement of Work for this Agreement.

For questions regarding payments, please contact the ODHS Agreement Administrator.

2. **Travel and Other Expenses.** ODHS will not reimburse County for any travel or additional expenses under this Agreement.

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## EXHIBIT A

### Part 3 Special Provisions

#### 1. Confidentiality of Client Information.

- a. All information as to personal facts and circumstances obtained by County on the client shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, the client's guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- b. The use or disclosure of information concerning clients shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- c. ODHS, County, and any Subcontractor will share information as necessary to effectively serve ODHS clients.

#### 2. Amendments.

- a. ODHS reserves the right to amend or extend the Agreement under the following general circumstances:
  - (1) ODHS may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on ODHS' satisfaction with performance of the work or services provided by County under this Agreement.
  - (2) ODHS may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if ODHS so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. ODHS further reserves the right to amend the Statement of Work for the following:
  - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
  - (2) Implement additional phases of the Work; or
  - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.

- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 22., “Amendments” of this Agreement.

**3. County Requirements to Report Abuse of Certain Classes of Persons.**

- a. County shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:

Children (ORS 419B.005 through 419B.045);

- b. County shall immediately make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon’s Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233) or local law enforcement, as a requirement of this Agreement. The County does not need to know abuse occurred, just suspect abuse, to be required to report.
- c. In addition to the requirements of Sections 3.a. and 3.b. above, if law enforcement is notified regarding a report of child abuse, neglect, or threat of harm, County shall also notify the local Child Protective Services Office of the Oregon Department of Human Services within 24 hours. If law enforcement is notified regarding a report of abuse of elderly, long term care facility residents, adults with mental illness or developmental disabilities, County shall also notify the local Aging and People with Disabilities Office of the Oregon Department of Human Services within 24 hours.
- d. If known, the abuse report must contain the following:
  - (1) The name and address of the abused person and any people responsible for that person’s care;
  - (2) The abused person’s age;
  - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
  - (4) The explanation given for the abuse;
  - (5) The date of the incident; and
  - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.

**4. Background Checks Employees and Volunteers.**

- a. The County shall ensure that all employees, volunteers and Subcontractors who perform services under this Agreement, or who have access to any information about clients served under this Agreement, are approved by the Agency’s Background Check Unit in accordance with Oregon Administrative Rules (OAR) 407-007-0200 through 407-007-0370.

- b. In addition to potentially disqualifying conditions under OAR 407-007-0290, all employees, volunteers, and subcontractor who perform services under this Agreement are subject to OAR 407-007-0290(11)(b).
  - c. An employee, volunteer, or subcontractor may be hired on a preliminary basis, in accordance with the requirements and limits described in OAR 407-007-0315, prior to final approval by the Agency's Background Check Unit. An employee, volunteer, or subcontractor hired on a preliminary basis shall not have unsupervised contact with individuals receiving services under this Contract and shall only participate in the limited activities described in OAR 407-007-0315. An employee, volunteer, or subcontractor hired on a preliminary basis must be actively supervised at all times as described in OAR 407-007-0315.
  - d. Any current employee hired for a new position with the County to perform services under this Agreement, or any current employee, volunteer, or subcontractor who will have access to any information about clients served under this Agreement must be approved by the Agency's Background Check Unit at the time the employee, volunteer, or Subcontractor accepts the new position or Work. Notwithstanding the requirements of paragraph c. of this Section, a current employee or volunteer who accepts a new position with the County to perform services under this Agreement, may be hired for the new position on a preliminary basis without active supervision in accordance with the limits and requirements described in OAR 407-007-0315.
  - e. There are only two possible fitness determination outcomes of a background check: approval or denial. If the employee, volunteer, or subcontractor is denied, she or he may not have contact with Agency clients under this Contract and may not have access to information about Agency clients. Employees, volunteers, or Subcontractors who are denied do have the right to contest the denial. The process for contesting a denial is described in OAR 407-007-0330.
  - f. For purposes of compliance with OAR 407-007-0200 through 407-007-0370, the County is a "Qualified Entity", as that term is defined in OAR 407-007-0210, and must comply with all the provisions pertaining to Qualified Entities contained in OAR 407-007-0200 through 407-007-0370.
  - g. The criminal records check procedures listed above also apply to County, its owners, managers, and board members regardless if any individual has access to Agency clients, client information or client funds. County shall establish a personal personnel file and place each criminal records check in named file for possibility of future Agency review and shall be maintained pursuant to Exhibit B, "Standard Terms and Conditions", Section 14, "Records, Maintenance, Access."
5. **Equal Access to Services.** County shall provide equal access to covered services for both males and females under 18 years of age, including access to appropriate facilities, services, and treatment, to achieve the policy in ORS 417.270.

6. **Media Disclosure.** County will not provide information to the media regarding a recipient of services purchased under this Agreement without first consulting the ODHS office that referred the child or family. County will make immediate contact with the ODHS office when media contact occurs. The ODHS office will assist County with an appropriate follow-up response for the media.
7. **Nondiscrimination.** County must provide services to ODHS clients without regard to race, religion, national origin, sex, age, marital status, sexual orientation or disability (as defined under the Americans with Disabilities Act). Contracted services must reasonably accommodate the cultural, language and other special needs of clients.

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## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Both parties shall comply with laws, regulations, and executive orders to which they are subject and which are applicable to the Agreement or to the Work. Without limiting the generality of the foregoing, both parties expressly agree to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations; (b) all state laws requiring reporting of client abuse; (c) ORS 659A.400 to 659A.409, ORS 659A.145 and all regulations and administrative rules established pursuant to those laws in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the Work. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. All employers, including County and ODHS, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Nothing in this Agreement shall require County or ODHS to act in violation of state or federal law or the Constitution of the State of Oregon.
3. **Independent Countys.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that County is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. County represents and warrants as follows:
    - (1) **Organization and Authority.** County is a political subdivision of the State of Oregon duly organized and validly existing under the laws of the State of Oregon. County has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

- (2) Due Authorization. The making and performance by County of this Agreement (a) have been duly authorized by all necessary action by County and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of County's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which County is a party or by which County may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by County of this Agreement.
  - (3) Binding Obligation. This Agreement has been duly executed and delivered by County and constitutes a legal, valid and binding obligation of County, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
  - (4) County has the skill and knowledge possessed by well-informed members of its industry, trade or profession and County will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in County's industry, trade or profession;
  - (5) County shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work; and
  - (6) County prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.
- b.** ODHS represents and warrants as follows:
- (1) Organization and Authority. ODHS has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder.
  - (2) Due Authorization. The making and performance by ODHS of this Agreement (a) have been duly authorized by all necessary action by ODHS and (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which ODHS is a party or by which ODHS may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by ODHS of this Agreement, other than approval by the Oregon Department of Justice if required by law.



(3) **Binding Obligation.** This Agreement has been duly executed and delivered by ODHS and constitutes a legal, valid and binding obligation of ODHS, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. **Warranties Cumulative.** The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Funds Available and Authorized Clause.**

a. The State of Oregon's payment obligations under this Agreement are conditioned upon ODHS receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow ODHS, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. County is not entitled to receive payment under this Agreement from any part of Oregon state government other than ODHS. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. ODHS represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.

b. **Payment Method.** Payments under this Agreement will be made by Electronic Funds Transfer (EFT). Upon request, County shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. County shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. County shall provide this designation and information on a form provided by ODHS. In the event that EFT information changes or the County elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the County shall provide the changed information or designation to ODHS on an ODHS-approved form. ODHS is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the County.

**6. Recovery of Overpayments.** If billings under this Agreement, or under any other Agreement between County and ODHS, result in payments to County to which County is not entitled, ODHS, after giving to County written notification and an opportunity to object, may withhold from payments due to County such amounts, over such periods of time, as are necessary to recover the amount of the overpayment. Prior to withholding, if County objects to the withholding or the amount proposed to be withheld, County shall notify ODHS that it wishes to engage in dispute resolution in accordance with Section 18 of this Agreement.



## 7. **Ownership of Intellectual Property.**

- a. Definitions.** As used in this Section, and elsewhere in this Agreement, the following terms have the meanings set forth below:
- (1) “County Intellectual Property” means any intellectual property owned by County and developed independently from the Work.
  - (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than ODHS or County.
- b.** Except as otherwise expressly provided herein, or as otherwise required by state or federal law, ODHS will not own the right, title and interest in any intellectual property created or delivered by County or a Subcontractor in connection with the Work. With respect to that portion of the intellectual property that County owns, County grants to ODHS a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to (1) use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the intellectual property, (2) authorize third parties to exercise the rights set forth in Section 7.b.(1) on ODHS’ behalf, and (3) sublicense to third parties the rights set forth in Section 7.b.(1).
- c.** If state or federal law requires that ODHS or County grant to the United States a license to any intellectual property, or if state or federal law requires that ODHS or the United States own the intellectual property, then County shall execute such further documents and instruments as ODHS may reasonably request in order to make any such grant or to assign ownership in the intellectual property to the United States or ODHS. To the extent that ODHS becomes the owner of any intellectual property created or delivered by County in connection with the Work, ODHS will grant a perpetual, worldwide, non-exclusive, royalty-free and irrevocable license, subject to any provisions in the Agreement that restrict or prohibit dissemination or disclosure of information, to County to use, copy, distribute, display, build upon and improve the intellectual property.
- d.** County shall include in its subcontracts terms and conditions necessary to require that Subcontractors execute such further documents and instruments as ODHS may reasonably request in order to make any grant of license or assignment of ownership that may be required by federal or state law.

## 8. **County Default.** County shall be in default under this Agreement upon the occurrence of any of the following events:

- a.** County fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein;
- b.** Any representation, warranty or statement made by County herein or in any documents or reports relied upon by ODHS to measure the delivery of Work, the expenditure of payments or the performance by County is untrue in any material respect when made;

- c. County (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
  - d. A proceeding or case is commenced, without the application or consent of County, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of County, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of County or of all or any substantial part of its assets, or (3) similar relief in respect to County under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against County is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).
9. **ODHS Default.** ODHS shall be in default under this Agreement upon the occurrence of any of the following events:
- a. ODHS fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
  - b. Any representation, warranty or statement made by ODHS herein or in any documents or reports relied upon by County to measure performance by ODHS is untrue in any material respect when made.
10. **Termination.**
- a. **County Termination.** County may terminate this Agreement:
    - (1) For its convenience, upon at least 30 days advance written notice to ODHS;
    - (2) Upon 45 days advance written notice to ODHS, if County does not obtain funding, appropriations and other expenditure authorizations from County's governing body, federal, state or other sources sufficient to permit County to satisfy its performance obligations under this Agreement, as determined by County in the reasonable exercise of its administrative discretion;
    - (3) Upon 30 days advance written notice to ODHS, if ODHS is in default under this Agreement and such default remains uncured at the end of said

30-day period or such longer period, if any, as County may specify in the notice; or

- (4) Immediately upon written notice to ODHS, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that County no longer has the authority to meet its obligations under this Agreement.

**b. ODHS Termination.** ODHS may terminate this Agreement:

- (1) For its convenience, upon at least 30 days advance written notice to County;
- (2) Upon 45 days advance written notice to County, if ODHS does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of ODHS under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, ODHS may terminate this Agreement, immediately upon written notice to County or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces ODHS' legislative authorization for expenditure of funds to such a degree that ODHS will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by ODHS in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to County if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that ODHS no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to County, if County is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as ODHS may specify in the notice;
- (5) Immediately upon written notice to County, if any license or certificate required by law or regulation to be held by County or a Subcontractor to perform the Work is for any reason denied, revoked, suspended, not renewed or changed in such a way that County or a Subcontractor no longer meets requirements to perform the Work. This termination right may only be exercised with respect to the particular part of the Work impacted by loss of necessary licensure or certification; or

- (6) Immediately upon written notice to County, if ODHS determines that County or any of its Subcontractors have endangered or are endangering the health or safety of a client or others in performing work covered by this Agreement.
  - c. **Mutual Termination.** The Agreement may be terminated immediately upon mutual written consent of the parties or at such time as the parties may agree in the written consent.
- 11. **Effect of Termination.**
  - a. **Entire Agreement:**
    - (1) Upon termination of this Agreement, ODHS shall have no further obligation to pay County under this Agreement.
    - (2) Upon termination of this Agreement, County shall have no further obligation to perform Work under this Agreement.
  - b. **Obligations and Liabilities.** Notwithstanding Section 11.a., any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.
- 12. **Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.
- 13. **Insurance.** County shall require Subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.
- 14. **Records Maintenance; Access.** County shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of County, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document County's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of County whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." County acknowledges and agrees that ODHS and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. County shall retain and keep accessible all Records for a minimum of six years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. County shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

- 15. Information Privacy/Security/Access.** If the Work performed under this Agreement requires County or its Subcontractor(s) to have access to or use of any ODHS computer system or other ODHS Information Asset for which ODHS imposes security requirements, and ODHS grants County or its Subcontractor(s) access to such ODHS Information Assets or Network and Information Systems, County shall comply and require all Subcontractor(s) to which such access has been granted to comply with OAR 407-014-0300 through OAR 407-014-0320, as such rules may be revised from time to time. For purposes of this section, “Information Asset” and “Network and Information System” have the meaning set forth in OAR 407-014-0305, as such rule may be revised from time to time.
- 16. Force Majeure.** Neither ODHS nor County shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of ODHS or County, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. ODHS may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or breach will likely prevent successful performance of this Agreement.
- 17. Assignment of Agreement, Successors in Interest.**
- a.** County shall not assign or transfer its interest in this Agreement without prior written approval of ODHS. Any such assignment or transfer, if approved, is subject to such conditions and provisions as ODHS may deem necessary. No approval by ODHS of any assignment or transfer of interest shall be deemed to create any obligation of ODHS in addition to those set forth in the Agreement.
  - b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 18. Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- 19. Subcontracts.** County shall not enter into any subcontracts for any of the Work required by this Agreement without ODHS’ prior written consent. In addition to any other provisions ODHS may require, County shall include in any permitted subcontract under this Agreement provisions to require that ODHS will receive the benefit of Subcontractor performance as if the Subcontractor were County with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. ODHS’ consent to any subcontract shall not relieve County of any of its duties or obligations under this Agreement.
- 20. No Third Party Beneficiaries.** ODHS and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that County’s performance under this Agreement is solely for the benefit of ODHS to assist and enable ODHS to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether



directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and, when required, approved by the Oregon Department of Justice. Such amendment, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given.
22. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
23. **Survival.** Sections 1, 4, 5, 6, 7, 10, 12, 13, 14, 15, 18, 20, 21, 22, 23, 24, 25, 26, 27, and 28 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice either party's right to enforce this Agreement with respect to any default by the other party that has not been cured.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to County or ODHS at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

**ODHS:** Office of Contracts & Procurement  
500 Summer Street NE, E-03  
Salem, OR 97301  
Telephone: 503-945-5818  
Fax: 503-378-4324

25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

- 26. Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
- 27. Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with County (or would be if joined in the Third Party Claim ), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by County in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of County on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the County on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which County is jointly liable with the State (or would be if joined in the Third Party Claim), County shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of County on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of County on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. County's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 28. Indemnification by Subcontractors.** County shall take all reasonable steps to cause its County(s) that are not units of County as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages,

losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of County's County or any of the officers, agents, employees or Subcontractors of the County ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the County from and against any and all Claims.

- 29. Stop-Work Order.** ODHS may, at any time, by written notice to County, require County to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, County shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, ODHS shall either:
- a.** Cancel or modify the stop work order by a supplementary written notice; or
  - b.** Terminate the work as permitted by either the Default or the Convenience provisions of Section 10. Termination.

If the Stop Work Order is canceled, ODHS may, after receiving and evaluating a request by County, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

**Remainder of page left blank intentionally**



## EXHIBIT C

### Subcontractor Insurance Requirements

County shall require its first-tier County(s) (County) that are not units of County as defined in ORS 190.003, if any, to:

- i) obtain the insurance specified under TYPES AND AMOUNTS and meet the requirements under ADDITIONAL INSURED, CONTINUOUS CLAIMS MADE COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the County(s) perform under contracts between County and the Countys (the "Subcontracts"), and
- ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODHS.

County shall not authorize Countys to begin work under the Subcontracts until the insurance is in full force. Thereafter, County shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. County shall incorporate appropriate provisions in the Subcontracts permitting it to enforce County compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts or pursuing legal action to enforce the insurance requirements. In no event shall County permit a County to work under a Subcontract when the County is aware that the County is not in compliance with the insurance requirements. As used in this section, a "first-tier" County is a County with which the County directly enters into a contract. It does not include a Subcontractor with which the County enters into a contract.

If County maintains broader coverage and/or higher limits than the minimums shown in this insurance requirement exhibit, ODHS requires and shall be entitled to the broader coverage and/or higher limits maintained by County.

### INSURANCE TYPES AND AMOUNTS

#### WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including County, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). County shall require and ensure that each of its Subcontractors complies with these requirements. If County is a subject employer, as defined in ORS 656.023, County shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident.

If County is an employer subject to any other state's workers' compensation law, Contactor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state Subcontractors complies with these requirements.

As applicable, County shall obtain coverage to discharge all responsibilities and liabilities that arise out of or relate to the Jones Act with limits of no less than \$5,000,000 and/or the Longshoremen's and Harbor Workers' Compensation Act.

**COMMERCIAL GENERAL LIABILITY:** County shall provide Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence and not less than \$2,000,000.00 annual aggregate limit.

**AUTOMOBILE LIABILITY INSURANCE:**  Required  Not required

County shall provide Automobile Liability Insurance covering County's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

**PROFESSIONAL LIABILITY:**

Required  Not required

**NETWORK SECURITY AND PRIVACY LIABILITY:**

Required  Not required

**POLLUTION LIABILITY:**

Required  Not required

**EXCESS/UMBRELLA INSURANCE:** A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance. When used, all of the primary and umbrella or excess policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the County's primary and excess liability policies are exhausted. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:** County's insurance shall be primary and non-contributory with any other insurance. County shall pay for all deductibles, self-insured retention and self-insurance, if any.

**ADDITIONAL INSURED:** All liability insurance, except for Workers' Compensation, Professional Liability, Pollution Liability and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to County's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Regarding Additional Insured status under the General Liability policy, we require additional insured status with respect to liability arising out of ongoing operations and completed operations. The Additional Insured Endorsement with respect to liability arising out of your ongoing operations must be on or at least as broad as ISO Form CG 20 10 and the Additional Insured endorsement with respect to completed operations must be on or at least as broad as ISO form CG 20 37.

**WAIVER OF SUBROGATION:** County shall waive rights of subrogation which County or any insurer of County may acquire against the ODHS or State of Oregon by virtue of the payment of any loss. County will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the ODHS has received a waiver of subrogation endorsement from the County or the County's insurer(s).

**CONTINUOUS CLAIMS MADE COVERAGE:** If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then County shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of the Contract, for a minimum of 24 months following the later of:

- (i) County's completion and ODHS's acceptance of all Services required under the Contract, or
- (ii) ODHS or County termination of this Contract, or
- (iii) The expiration of all warranty periods provided under this Contract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:** County shall obtain from the County a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance, ODHS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:** The County or its insurer must provide at least 30 days' written notice to County before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:** County agrees to periodic review of insurance requirements by ODHS under this agreement and to provide updated requirements as mutually agreed upon by County and ODHS.

**STATE ACCEPTANCE:** All insurance providers are subject to ODHS acceptance. If requested by ODHS, County shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to ODHS's representatives responsible for verification of the insurance coverages required under this Exhibit.

**Remainder of page left blank intentionally**

## EXHIBIT D

### Federal Terms and Conditions

**General Applicability and Compliance.** Unless exempt under 45 CFR Part 87 for Faith-Based Organizations (Federal Register, July 16, 2004, Volume 69, #136), or other federal provisions, County shall comply and, as indicated, require all Subcontractors to comply with the following federal requirements to the extent that they are applicable to this Agreement, to County, or to the Work, or to any combination of the foregoing. For purposes of this Agreement, all references to federal and state laws are references to federal and state laws as they may be amended from time to time.

- 1. Miscellaneous Federal Provisions.** County shall comply and require all Subcontractors to comply with all federal laws, regulations, and executive orders applicable to the Agreement or to the delivery of Work. Without limiting the generality of the foregoing, County expressly agrees to comply and require all Subcontractors to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (a) Title VI and VII of the Civil Rights Act of 1964, as amended, (b) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (c) the Americans with Disabilities Act of 1990, as amended, (d) Executive Order 11246, as amended, (e) the Health Insurance Portability and Accountability Act of 1996, as amended, (f) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended, (g) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (h) all regulations and administrative rules established pursuant to the foregoing laws, (i) all other applicable requirements of federal civil rights and rehabilitation statutes, rules and regulations, and (j) all federal laws requiring reporting of client abuse. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. No federal funds may be used to provide Work in violation of 42 U.S.C. 14402.
- 2. Equal Employment Opportunity.** If this Agreement, including amendments, is for more than \$10,000, then County shall comply and require all Subcontractors to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Oregon Department of Labor regulations (41 CFR Part 60).
- 3. Clean Air, Clean Water, EPA Regulations.** If this Agreement, including amendments, exceeds \$100,000 then County shall comply and require all Subcontractors to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387), specifically including, but not limited to Section 508 (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 CFR Part 1532), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to ODHS, United States Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency. County shall include and require all Subcontractors to include in all contracts with Subcontractors receiving more than \$100,000, language requiring the Subcontractor to comply with the federal laws identified in this Section.

4. **Energy Efficiency.** County shall comply and require all Subcontractors to comply with applicable mandatory standards and policies relating to energy efficiency that are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act 42 U.S.C. 6201 et. seq. (Pub. L. 94-163).
5. **Truth in Lobbying.** By signing this Agreement, County certifies, to the best of the County's knowledge and belief that:
  - a. No federal appropriated funds have been paid or will be paid, by or on behalf of County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
  - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, County shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - c. County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and Subcontractors shall certify and disclose accordingly.
  - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - e. No part of any federal funds paid to County under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or County itself.
  - f. No part of any federal funds paid to County under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or



officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections (e) and (f) of this Section shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
  - h. No part of any federal funds paid to County under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance of that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
6. **Resource Conservation and Recovery.** County shall comply and require all Subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 U.S.C. 6901 et. seq.). Section 6002 of that Act (codified at 42 U.S.C. 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Part 247.
7. **Audits.**
- a. County shall comply, and require all Subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
  - b. If County expends \$750,000 or more in federal funds (from all sources) in a federal fiscal year, County shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to ODHS within 30 days of completion. If County expends less than \$750,000 in a fiscal year, County is exempt from Federal audit requirements for that year. Records must be available as provided in Exhibit B, "Records Maintenance, Access".
8. **Debarment and Suspension.** County shall not permit any person or entity to be a Subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12549 and No. 12689, "Debarment and Suspension". (See 2 CFR Part 180.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Countys declared ineligible under statutory authority other than Executive Order No. 12549. Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.



9. **Pro-Children Act.** County shall comply and require all Subcontractors to comply with the Pro-Children Act of 1994 (codified at 20 U.S.C. Section 6081 et. seq.).
10. **Reserved.**
11. **Agency-based Voter Registration.** If applicable, County shall comply with the Agency-based Voter Registration sections of the National Voter Registration Act of 1993 that require voter registration opportunities be offered where an individual may apply for or receive an application for public assistance.
12. **Reserved.**
13. **Federal Intellectual Property Rights Notice.** The federal funding agency, as the awarding agency of the funds used, at least in part, for the Work under this Agreement, may have certain rights as set forth in the federal requirements pertinent to these funds. For purposes of this subsection, the terms “grant” and “award” refer to funding issued by the federal funding agency to the State of Oregon. County agrees that it has been provided the following notice:
  - a. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work, and to authorize others to do so, for Federal Government purposes with respect to:
    - (1) The copyright in any Work developed under a grant, subgrant or contract under a grant or subgrant; and
    - (2) Any rights of copyright to which a grantee, subgrantee or a County purchases ownership with grant support.
  - b. The parties are subject to applicable federal regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements.”
  - c. The parties are subject to applicable requirements and regulations of the federal funding agency regarding rights in data first produced under a grant, subgrant or contract under a grant or subgrant.
14. **Super Circular Requirements.** 2 CFR Part 200, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, including but not limited to the following:
  - a. **Property Standards.** 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.
  - b. **Procurement Standards.** When procuring goods or services (including professional consulting services), applicable state procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C or 2 CFR §§ 200.318 through 200.326, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, as applicable.

- c. Contract Provisions.** The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit, are, to the extent applicable, obligations of County, and County shall also include these contract provisions in its contracts with non-Federal entities.
- 15. Federal Whistleblower Protection.** County shall comply, and ensure the compliance by Subcontractors or subgrantees, with 41 U.S.C. 4712, Enhancement of County protection from reprisal for disclosure of certain information.

**Remainder of page left blank intentionally**